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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT ALVARADO, in his capacity as)	No. C 04 5356 SBA
Trustee of the CARPENTERS HEALTH AND)	
WELFARE TRUST FUND FOR CALIFORNIA;)	
CARPENTERS VACATION-HOLIDAY TRUST)	
FUND FOR NORTHERN CALIFORNIA;)	[PROPOSED] JUDGMENT
CARPENTERS PENSION TRUST FUND FOR)	
NORTHERN CALIFORNIA; and)	
CARPENTERS TRAINING TRUST FUND FOR)	
NORTHERN CALIFORNIA, and)	
CARPENTERS 46 NORTHERN CALIFORNIA)	
COUNTIES CONFERENCE BOARD for itself)	
and on behalf of NORTHERN CALIFORNIA)	
CARPENTERS REGIONAL COUNCIL)	
)	
Plaintiffs,)	
)	
v.)	
)	
DIAMOND OAKS CONSTRUCTION CO.,)	
INC.,)	
)	
Defendant.)	

This matter came on for hearing for entry of Judgment by Default against Defendant
DIAMOND OAKS CONSTRUCTION CO., INC., A California Corporation (hereinafter referred
to as “Defendant”), on September 8, 2005. Plaintiffs Robert Alvarado, in his capacity as Trustee of
the Carpenters Health and Welfare Trust Fund for California; Carpenters Vacation-Holiday Trust
Fund for Northern California; Carpenters Pension Trust Fund for Northern California; and
Carpenters Training Trust Fund for Northern California, and Carpenters 46 Northern California
Counties Conference Board for itself and on behalf of Northern California Carpenters Regional

Council were represented by Concepción E. Lozano-Batista of Weinberg, Roger & Rosenfeld; Defendant made no appearance. Having considered the pleadings and arguments in this matter, and good cause appearing, this Court **FINDS AS FOLLOWS:**

1. The Petition and Complaint in this matter was filed with this Court on December 17, 2004.

2. Defendant was duly served with process in this matter on March 3, 2005;

3. That no answer or other responsive pleadings having been filed within the time permitted by law, default was entered against the Defendant on April 8, 2005;

4. The Court finds the allegations in the Petition on file herein are true including the fact that the Defendant has been bound to a written Collective Bargaining Agreement with the Carpenters 46 Northern California Counties, a labor organization within the meaning of LMRA §301, 29 U.S.C. §150. Defendant signed a Memorandum Agreement which incorporates the terms and conditions of the Carpenters' Master Agreement. By virtue of becoming bound to the Carpenters' Master Agreement, Defendant became subject to all the terms and conditions of the various Trust Agreements referred to in the Petition; and

5. That Defendant has failed, neglected or refused to submit to an audit as requested by Plaintiffs pursuant to said Carpenters' Master Agreement and Trust Agreements.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Judgment be entered in favor of Plaintiffs, Robert Alvarado, in his capacity as Trustee of the Carpenters Health and Welfare Trust Fund for California; Carpenters Vacation-Holiday Trust Fund for Northern California; Carpenters Pension Trust Fund for Northern California; Carpenters Training Trust Fund for Northern California; and Carpenters 46 Northern California Counties Conference Board for itself and on behalf of Northern California Carpenters Regional Council; and against Defendant as follows:

1. Defendant is ordered to pay \$37,609.71, as set forth in the Decision and Award of Arbitrator Gerald R. McKay, issued June 9, 2004;

2. The Court orders Defendant to submit to an audit of its books and records pursuant to the Trust Agreements;

1 3. Defendant is ordered to pay all amounts found due and owing as a result of said
2 audit of its books and records pursuant to the Trust Agreements;

3 4. The Court issues an order directing Defendant to timely submit all required monthly
4 contribution reports, contributions due and owing plus interest and liquidated damages;

5 5. Defendant is ordered to pay attorneys' fees in the amount of \$3,850.00;

6 6. Defendant is ordered to pay costs in the amount of \$667.75;

7 7. Defendant is ordered to pay interest on any amounts found due in an amount to be
8 determined consistent with 26 U.S.C. 6621;

9 8. This Court shall retain jurisdiction of this matter to enforce the Order compelling an
10 audit and payment of all amounts found due and owing.

11
12 DATED: _____

13
14 HONORABLE SAUNDRA BROWN ARMSTRONG
15 JUDGE OF THE DISTRICT COURT

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1 **PROOF OF SERVICE**

2 I am a citizen of the United States, and a resident of the State of California. I am over the
3 age of eighteen years, and not a party to the within action. My business address is 1001 Marina
4 Village Parkway, Alameda, California 94501-1091. On February 7, 2006, I served upon the
5 following parties in this action:

6 James S. Pelletier
7 463 Summit Road
Walnut Creek, CA 94598

8 copies of the document(s) described as:

9 **[PROPOSED] JUDGMENT**

10 **[X] BY MAIL** I placed a true copy of each document listed herein in a sealed envelope,
11 addressed as indicated herein, and caused each such envelope, with postage thereon fully
12 prepaid, to be placed in the United States mail at Oakland, California. I am readily familiar
13 with the practice of Weinberg, Roger & Rosenfeld for collection and processing of
correspondence for mailing, said practice being that in the ordinary course of business, mail
is deposited in the United States Postal Service the same day as it is placed for collection.

14 **[] BY PERSONAL SERVICE** I placed a true copy of each document listed herein in a
sealed envelope, addressed as indicated herein, and caused the same to be delivered by
hand to the offices of each addressee.

15 **[] BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed
16 herein in a sealed envelope, addressed as indicated herein, and placed the same for
collection by Overnight Delivery Service by following the ordinary business practices of
17 Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice
18 of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery
Service correspondence, said practice being that in the ordinary course of business,
Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service
19 offices for next day delivery the same day as Overnight Delivery Service correspondence is
placed for collection.

20 **[] BY FACSIMILE** I caused to be transmitted each document listed herein via the fax
21 number(s) listed above or on the attached service list.

22 I certify that the above is true and correct. Executed at Alameda, California, on February 7,
23 2006.

24 /s/
Laurie Arnold